

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND OLYMPIA SCHOOL DISTRICT
FOR
LUNCHROOM MILK DISPENSERS**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and The Olympia School District (DISTRICT) agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA to promote the reduction of solid waste sent to the landfill, reduce school garbage and recycling collection costs, promote a more sustainable means of serving milk to students and staff, and educate students and staff about the environmental benefits of waste reduction, all through a grant which will allow OLYMPIA to provide lunchroom milk dispensers and milk dispenser stands to schools that are served by OLYMPIA Waste Resources in the DISTRICT.

II. Scope of Agreement/Work

A. Responsibilities of OLYMPIA shall be as follows:

- Conduct an assessment of the feasibility of transitioning to milk dispensers;
- Provide assistance to certain schools to establish a system to distribute milk via dispenser to students and staff;
- Provide assistance in setting up milk dispensers at school locations determined by OLYMPIA;
- Provide 4 milk dispensers and 3 milk dispenser stands to the DISTRICT for its use until the termination of this Agreement. The milk dispensers shall remain the property of OLYMPIA and shall be returned to OLYMPIA when such use is discontinued or at termination, whichever occurs earlier;
- Provide basic assistance to students and staff regarding ways to make the most efficient use of the dispensers.

B. Responsibilities of the DISTRICT shall be as follows:

- Purchase milk for the milk dispensers, instead of purchasing milk in the cartons;
- Serve milk in durable and/or reusable cups instead of disposable paper or plastic cups;
- Provide consistent staff and/or volunteer support to dispense milk;
- Promote the use of the milk dispensers within the school community;
- Provide the City with the necessary data to be used in a pre/post assessment of the financial, waste diversion, and other related impacts of implementing the use of milk dispensers;
- Maintain the dispensers in good, clean, and sanitary condition while in the possession of the DISTRICT;
- Clean the dispensers upon termination of this Agreement, prior to returning the dispensers to OLYMPIA;
- Be solely responsible for the purchase of milk;
- Be solely responsible for the quality and quantity of milk dispensed;
- Ensure dispensers and dispenser stands are used in Olympia Schools that are served by OLYMPIA Waste Resources.

III. Funding

A. Funding for the purchase of milk dispensers and stands shall be borne by OLYMPIA, as well as any funding for the responsibilities outlined in II (A), above.

B. Funding for any responsibilities outlined in II (B), above, shall be borne by the DISTRICT, as well as any ongoing costs of a milk dispenser program.

IV. Indemnification & Insurance

The OLYMPIA SCHOOL DISTRICT and the CITY OF OLYMPIA each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

V. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VI. Duration of Agreement

This Agreement shall be effective as of the date of the last authorizing signature affixed hereto and shall be ongoing, unless otherwise terminated in the manner described under the termination section of this Agreement.

VII. Termination of Agreement

This Agreement may be terminated upon thirty (30) days' notice by one party to the other party using the method of notice provided for in this Agreement.

VIII. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and DISTRICT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

IX. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

X. Contract Administration/Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Spencer Orman, Waste Resources Sr. Program Specialist

Re: Milk Dispenser Agreement with Olympia School District

PO Box 1967, Olympia, WA 98507-1967

Telephone: (360) 753-8752

Fax: (360) 753-8330

Email: sorman@ci.olympia.wa.us

OLYMPIA SCHOOL DISTRICT:

Attn: Paul Flock, Child Nutrition Supervisor

Re: Milk Dispenser Agreement with City of Olympia

1302 North Street, Olympia, WA 98501

Telephone: (360) 596-7064

Fax: (360) 596-7396

Email: pflock@osd.wednet.edu

XI. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

XII. Ratification

Any work performed prior to the execution date of this Agreement that is consistent with the terms outlined herein is hereby ratified and affirmed.

CITY OF OLYMPIA



Mayor Stephen H. Buxbaum

Date: May 14, 2013

Approved as to Form:



Assistant City Attorney

OLYMPIA SCHOOL DISTRICT



(Signature of Authorized Official)

Paul Flock, Child Nutrition
(Name, Title) supervisor

Date: May 17, 2013